

## Cerulean Farm Stallion Contract

This contract made by and between Cerulean Farm, LLC (Stallion owner) and \_\_\_\_\_ (Purchaser) for the breeding of the Mare named: \_\_\_\_\_, with registration number: \_\_\_\_\_ to Bridon Belfrey, RID, the Stallion) for the \_\_\_\_\_ breeding season ("Present breeding season"); subject to the following terms and conditions:

1. PURCHASER DESIRES TO USE: FRESH CHILLED SEMEN

2. THE MARE: The Mare to be so bred is (breed of Mare): \_\_\_\_\_

The purchaser may not substitute another mare for breeding without prior written consent of the Stallion Owner. Embryo Transplants are also prohibited without written permission of the Stallion Owner and unless purchaser signs embryo transfer agreement.

3. FEES: Purchaser agrees to pay the Stallion Owner the following fees:

The Stallion Service Fee of \$1600.00, which includes a non-refundable booking fee of \$400.00 is due at the signing of this contract and is payable before the Mare is bred or semen is shipped.

All collection and shipping fees is at mare owner's expense to be paid directly to collection facility.

ALL FEES AND COSTS MUST BE PAID BEFORE SEMEN WILL BE SHIPPED OR MARE IS BRED.

4. RESERVATIONS FOR SEMEN (ON THE FARM OR SHIPPED):

The Farm's receipt of the above Booking Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season. Breeding orders will be filled upon receipt of full payment of Stallion Service Fee and will be dependent upon collection facility scheduling.

5. CONDITIONS:

Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to the Stallion Owner. The Stallion Owner may require the submission of a recent negative intrauterine culture certificate (within 60 days). In some cases, the form may also require a uterine biopsy and/or Progesterone assay. In all cases, the veterinarian must certify that the Mare's immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current. If mare fails to settle and the aforementioned documentation is not received prior to insemination, STALLION OWNER reserves the right to refuse the mare. If the mare is refused, the booking fee shall constitute liquidated damages. The MARE OWNER may substitute another mare within that breeding season under this circumstance.

6. RETURN OF SERVICE:

Purchaser shall not be entitled to a refund of fees paid hereunder except as set forth below. However, the Mare shall have the right of return to the Stallion's service in the following breeding season only under the following circumstances:

- If the Mare does not settle during the present Breeding Season, she is eligible for return of service to the Stallion in the following year breeding season if the Purchaser submits a veterinarian's certificate to that effect. The Purchaser recognizes the Farm's right to require a negative intrauterine culture prior to the Mare's return to service.
- If the Mare is examined in foal, but becomes barren during gestation, the Mare is eligible for return service to the Stallion if the Stallion Owner receives a veterinary certificate of barrenness within 5 days of the examination.
- If the Mare subsequently produces a live foal that is unable to stand alone and nurse, and subsequently dies, a veterinary certificate must be provided within 5 days from the date of the death.

In all cases, a booking fee of \$400 per calendar year will be due prior to return of service. The required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type 1) during pregnancy and the date of such vaccination. Where appropriate, the certificate shall confirm that the Mare was properly cared for during gestation and was attended by veterinarian at foaling. The Stallion Owner's timely receipt of the required veterinary certificates is a condition precedent to any right of return.

If the purchaser's Mare becomes unfit for breeding or otherwise unbreedable, purchaser may substitute another Mare upon approval of Stallion Owner. Purchaser must request this change in writing.

All rights of return to the Stallion are Subject to prepayment of costs as set forth in 3(c) above.

7. REFUND OF FEES:

This contract shall remain intact and the purchaser shall be entitled to a refund of amount paid minus the booking fee of \$400.00 hereunder if the Stallion should die or become unfit for service prior to serving the Mare in the Present Breeding Season. The Purchaser shall not be entitled to any refund if the Stallion should die or become unfit for service after the semen has been shipped or in any subsequent breeding season. No refund is available if Stallion is sold; however, all reasonable attempts will be made with new owners to secure breeding to said mare.

8. NON-ASSIGNMENT:

This contract cannot be assigned or transferred by Purchaser without written permission by stallion owner. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been serviced by the Stallion.

9. WARRANTY:

The Stallion Owner is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's. ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

The Purchaser hereby releases the Stallion Owner & the Farm (Cerulean Farm, LLC) from any liability for any disease, injury or accident to the Mare or accompanying foal resulting from any negligence.

10. CERTIFICATE OF COVERING BY STALLION:

The Stallion will provide the Purchaser with a covering certificate with Mare Details. Covering Certificates will be submitted to the I.D.H.S.N.A. at the end of the breeding season.

11. EMBRYO TRANSFERS

Embryo Transfers are subject to all the conditions of this contract per embryo. If two embryos are recovered with one insemination, the Stallion Owner must be notified; the Mare Owner is responsible for an additional stud fee. No additional booking fees or collection fees apply. When payment is received in full, a covering certificate from the Stallion Owner will be sent to the Mare Owner allowing for registration of each foal. A limited number of Embryos per year, pursuant to the rules set forth by the IDHSNA, can be registered from identical parentage. The Mare must be DNA tested and the results submitted to the IDHSNA office before foal(s) can be registered. DNA testing forms can be found on the IDHSNA official website.

12. SALES TAX:

All fees are subject to applicable Kentucky Sales tax. Purchaser is responsible for payment of tax.

13. GOVERNING LAW:

This contract shall be governed by the laws of the Commonwealth of Kentucky and shall be binding upon the parties hereto and their personal representatives.

The parties hereby agree that any legal action under this contract shall be brought in Shelby County, Kentucky. The parties further hereby agree to have any disputes be resolved through mediation and arbitration by a licensed mediator chosen by the Stallion Owner.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

**MARE OWNER (or Authorized Agent) X** \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ (evening)

Email: \_\_\_\_\_

**STALLION OWNER (or Authorized Agent) X** \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**FOAL REGISTRATION INFORMATION:**

Name of Mare: \_\_\_\_\_ Registration # and Breed Society: \_\_\_\_\_

Sire: \_\_\_\_\_ Registration # and Breed Society: \_\_\_\_\_

Dam: \_\_\_\_\_ Registration # and Breed Society: \_\_\_\_\_

**SHIP SEMEN TO (if different from above address):**

**MARE OWNER (or Authorized Agent) X** \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ (evening)

Service Date(s) to be completed by stallion owner: \_\_\_\_\_